

STATE OF HAWAII  
 SUPPLEMENTAL AGREEMENT NO. 1  
 TO AGREEMENT ICS-FY-99-52  
 (Insert Agreement Number or Other Identifying Information)

This Supplemental Agreement No. 1, executed on the respective dates indicated below, is effective as of June 29 ~~X00~~ 2000 between the \_\_\_\_\_  
Department of Accounting and General Services, State of Hawaii  
 (Insert Name of State Department, Agency, Board or Commission)  
 (hereinafter "STATE"), by its Comptroller  
 (Insert Title of State Officer Executing Agreement)  
 whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813  
 \_\_\_\_\_, and  
Title Guaranty of Hawaii, Inc. (hereinafter "CONTRACTOR"),  
 a corporation  
 (Insert "Corporation", "Partnership", "Joint Venture", "Sole Proprietorship", or other legal form of the Contractor)  
 under the laws of the State of Hawaii, whose business address and taxpayer  
 identification number are as follows: 235 Queen Street, Honolulu, Hawaii 96813;  
Taxpayer id: 10005663

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into an Agreement  
ICS-FY-99-52 for Services to Develop and Implement a Replacement Land Court and  
 (Insert Agreement Number or other Identifying Information)  
Regular Automated Tracking System for the State of Hawaii  
 dated January 18 ~~X00~~ 2000 which was amended by Supplemental Agreement  
 No(s) \_\_\_\_\_, dated \_\_\_\_\_ (hereinafter collectively  
 referred to as "Agreement") whereby the CONTRACTOR agreed to provide the goods and services  
 described in the Agreement, and

B. WHEREAS, the parties now desire to amend the Agreement.

NOW, THEREFORE, the STATE, and the CONTRACTOR mutually agree  
to amend the Agreement as follows:

(CHECK APPLICABLE BOX(ES))

- ☐ Amend the SCOPE OF SERVICES according to the terms set forth in Attachment S1, which is attached hereto and is incorporated herein.
- ☒ Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment S2, which is attached hereto and is incorporated herein.
- ☒ Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment S3, which is attached hereto and is incorporated herein.
- ☐ Amend the SPECIAL CONDITIONS according to the terms set forth in the Supplemental Special Conditions, which is attached hereto and incorporated herein.
- ☐ Recognize the CONTRACTOR's change of name.

FROM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As set forth in the documents attached hereto as Exhibit \_\_\_\_\_, and  
incorporated herein.


A tax clearance certificate from the State of Hawaii ☐ is ☒ is not required to be submitted  
to the STATE prior to commencing any performance under this Supplemental Agreement.

A tax clearance certificate from the Internal Revenue Service ☐ is ☒ is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.


Unless amended herein, the Agreement shall remain in full force and effect.

IN VIEW OF THE ABOVE, the STATE and the CONTRACTOR execute this Supplemental Agreement No. 1 by their signatures on the dates below.

STATE:


By   
Print Name Raymond H. Sato  
Title Comptroller  
Date 12/21/00

FUNDING AGENCY: (to be signed by head of funding agency if other than the Contracting Agency)

By   
Print Name Timothy E. Johns  
Title Chair, Dept. of Land & Natural Resources  
Date \_\_\_\_\_

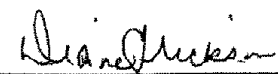
(Affix Corporate Seal)

CONTRACTOR:

By   
Print Name Michael A. Pietsch  
Title President /CEO \*  
Date 11/16/00

\*Evidence of authority of the Contractor's representative to sign this Supplemental Agreement must be attached.

APPROVED AS TO FORM:

  
Deputy Attorney General

AG-Supp (4/99)

CONTRACTOR'S ACKNOWLEDGMENT

State of Hawaii)

City and County of Honolulu)

SS.

On this 16th day of November, ~~19~~ 2000 before me personally appeared Michael A. Pietsch, to me personally known, who being by me duly sworn, did say that he/she is the President/CEO of Title Guaranty of Hawaii, Inc., the CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she executed said instrument as the free act and deed of the CONTRACTOR.

LS

Hualynne Alfiche-Lowndes  
Notary Public, Hualynne Alfiche-Lowndes  
My Commission Expires: 7-2-2001

## STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices, the University of Hawaii, and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

On behalf of Title Guaranty of Hawaii, Inc., CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is ☒ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest.\*
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Supplemental Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Supplemental Agreement, if the legislator or employee had been involved in the development or award of the Supplemental Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Supplemental Agreement by an Agency employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Supplemental Agreement by a person who has been an employee of the Agency within the preceding two (2) years and who participated while in state office or employment on the matter with which the Supplemental Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Supplemental Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an Agency employee, or in the case of the Legislature, a legislator.
6. CONTRACTOR has not been represented or assisted in the award of this Supplemental Agreement for a fee or other consideration by an individual who, a) within

the past twelve (12) months, served as an Agency employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Supplemental Agreement.

CONTRACTOR understands that the Supplemental Agreement to which this document is attached is voidable on behalf of the STATE if this Supplemental Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

DATED: 11/16/00, Hawaii, 19 2000

CONTRACTOR

By Michael B. Rosta

Title President /CEO

\*Reminder to Agency: If "is" is checked, the Agency is required, under section 84-15, HRS, to file with the State Ethics Commission, ten (10) days before the Supplemental Agreement is entered into, a written justification as to why the Supplemental Agreement was not required to be competitively bid.

## CERTIFICATION OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of State Departments or Agencies Pursuant to Delegation of the Director of Human Resources Development<sup>1</sup>

Pursuant to the delegation of the authority by the Director of Human Resources Development, I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16.

Raymond H. Sato  
(signature)

12/21/02  
(date)

Raymond H. Sato  
Print Name

Comptroller  
Print Title

2. By the Director of Human Resources Development, State of Hawaii<sup>2</sup>

I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16( ).

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title, if designee of Director  
of Human Resources Development

<sup>1</sup>This part of the form may be used by all department heads and others to whom the Director of Human Resources Development has delegated authority to certify Hawaii Revised Statutes section 76-16 civil service exceptions. The specific paragraph(s) of section 76-16 upon which an exemption is based should be noted in the contract file. NOTE: Authority to certify exceptions under Hawaii Revised Statutes sections 76-16(2) and 76-16(3) has not been delegated; only the Director of Human Resources Development may certify sections 76-16(2) and 76-16(3) exceptions.

<sup>2</sup>This part of the form may be used only by the Director of Human Resources Development or the Director's designee. See NOTE at footnote 1.

## TIME OF PERFORMANCE

Pursuant to the Request For Proposals, Special Provisions, TERM OF CONTRACT, the Agreement is extended to September 21, 2001.



## **COMPENSATION AND PAYMENT SCHEDULE**

Pursuant to the SCOPE OF SERVICES of the Original Agreement, the State agrees to pay the Contractor an amount not to exceed TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00) for Part 2, for a total compensation of FOUR HUNDRED AND 00/100 DOLLARS (\$400,000.00).